



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

though the denial of the husband's right were not equally well settled, it is plain that the step which, it is claimed, is required by justice is not a new application of an existing common-law principle, but the creation of a new principle. Such a step would be better taken by statute and not accomplished by sheer judicial legislation.¹²

RECENT CASES.

ATTORNEYS — RELATION BETWEEN ATTORNEY AND CLIENT — ATTORNEY'S CONSENT TO HEARING BEFORE LESS THAN FULL COURT. — A statute provided that every appeal to a certain court should, when the subject-matter was a final order, be heard before not less than three judges, unless all parties filed a consent to its being heard before two judges. The parties themselves not being present in court when such an appeal was called, their counsel filed a written consent that the appeal should be heard before the two judges present. *Held*, that the two judges may hear the appeal. *Haworth v. Pilbrow*, [1912] Wkly. Notes 6 (Eng., C. A., Dec. 12, 1911).

An attorney has been said to be the general agent of the client in all matters which may reasonably be expected to arise for decision in the cause. See *Prestwich v. Poley*, 18 C. B. N. S. 806, 816. He has complete authority over the suit, the mode of conducting it, and all that is incident to it, though not over collateral matters. See *Swinfen v. Lord Chelmsford*, 5 H. & N. 890, 922. It is well settled that an attorney has the power to consent to a reference of the cause to arbitrators without special authority from his client. *Filmer v. Delber*, 3 Taunt. 486; *Brooks v. New Durham*, 55 N. H. 559. Cases of this class rest upon the principle that authority to prosecute a suit implies a power to adopt any mode of prosecution which the law provides. *Buckland v. Conway*, 16 Mass. 395; *Smith v. Bossard*, 2 McCord Eq. (S. C.) 406. The principal case seems within this rule. The statute, as amended, made legal the trial of a final appeal before two judges. STAT. 38 & 39 VICT. c. 77, § 12; STAT. 62 & 63 VICT. c. 6, § 1. Hence the consent of the attorney to this mode of trial is within his implied powers and in such a case is the consent of the client himself.

BANKS AND BANKING — DEPOSITS — SPECIAL DEPOSIT OF CHECK AS COLLATERAL SECURITY. — A bank discounted notes for the plaintiff and took from him as collateral security a check for \$2000, charging his account with \$2000. The bank suspended payment. The notes were duly paid. The plaintiff sued to recover the \$2000 left as collateral security. *Held*, that he must share as a general creditor. *Richardson v. Cheney*, 146 N. Y. App. Div. 686, 131 N. Y. Supp. 594.

When a bank discounts notes, and extends credit for their value, it is a simple debtor. *Carstairs v. Bates*, 3 Campb. 301. The ordinary relation of banker to depositor is that of debtor. *Marine Bank v. Fulton Bank*, 2 Wall. (U. S.) 252. If the depositor agrees not to use part of his credit, the banker remains no less a debtor. But if the collateral security is deposited to be returned *in specie*, the transaction constitutes a bailment. *Jenkins v. National Village Bank*,

hold property and depriving the husband of his right to her services, the husband is no longer liable for debts of his wife contracted before marriage. *Howarth v. Warmser*, 58 Ill. 48.

¹² See 2 BISHOP, MARRIAGE AND DIVORCE, 5 ed., § 469.